SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) June 30, 1999

SUPERIOR ENERGY SERVICES, INC.
(Exact name of registrant as specified in its charter)

Delaware	0-20310	75-2379388
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1105 Peters Road, Harvey, Louisiana	70058
(Address of principal executive offices)	(Zip Code)

(504) 362-4321
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

ITEM 5. OTHER EVENTS

On June 30, 1999, Superior Energy Services, Inc. ("Superior") entered into Amendment No. 1 (the "Amendment") to the Agreement and Plan of Merger (the "Merger Agreement") dated April 20, 1999, by and among Superior, Superior Cardinal Acquisition Company, Inc., Cardinal Holding Corp. ("Cardinal"), First Reserve Fund VII, Limited Partnership and First Reserve Fund VIII, L.P.

The terms of the Merger Agreement require each stockholder of Cardinal to execute an Agreement and Release, in the form attached to the Merger Agreement. In order to reflect the revised agreements described in the Amendment, conforming changes were also made to the form of Agreement and Release.

The Amendment and the amended form of Agreement and Release are filed herewith as exhibits and incorporated herein by reference.

In addition, in connection with the merger, certain officers of Superior and Cardinal will receive non-qualified stock options under Superior's proposed 1999 Stock Incentive Plan. These option grants are described in Superior's Proxy Statement, which was filed with the Securities and Exchange Commission on June 18, 1999. It is now contemplated that, except for the options proposed to be granted to Mr. Hall and the 107,000 options specified on page 29 of the Proxy Statement to be granted to certain Superior executive officers, the options listed on the chart on page 29 of the Proxy Statement will vest in one-half (instead of one-third) increments on each of the first two (instead of three) anniversaries of the Closing Date.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS.

(b) Exhibits.

2.1 Amendment No. 1 to the Agreement and Plan of Merger dated as of June 30, 1999, by and among Superior, Superior Cardinal Acquisition Company, Inc., Cardinal Holding Corp., First Reserve Fund VII, Limited Partnership, and First Reserve Fund VIII, L.P.

2.2 Form of Agreement and Release, as amended.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SUPERIOR ENERGY SERVICES, INC.

By: /S/ ROBERT S. TAYLOR
Robert S. Taylor
Chief Financial Officer

Dated: July 7, 1999.

AMENDMENT NO. 1
TO
AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER (this "Amendment"), dated as of June 30, 1999, is by and among Superior Energy Services, Inc., a Delaware corporation ("SESI"), Superior Cardinal Acquisition Company, Inc., a Delaware corporation and a wholly-owned subsidiary of SESI ("Sub"), Cardinal Holding Corp., a Delaware corporation ("Cardinal"), First Reserve Fund VII, Limited Partnership and First Reserve Fund VIII, L.P., each of which is a Delaware limited partnership (together, the "Funds").

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into that certain Agreement and Plan of Merger dated as of April 20, 1999 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement in the manner provided below;

NOW, THEREFORE, the parties agree as follows:

1. Section 1.1 is amended to add the following defined terms:

"Capital Contribution" shall have the meaning ascribed to it in Section 6.19(a) hereof.

"Contributing Stockholders" shall have the meaning ascribed to it in Section 6.19(a) hereof.

"EBITDA" shall have the meaning ascribed to it in Section 6.19(a) hereof.

"EBITDA Notice" shall have the meaning ascribed to it in Section 6.19(d) hereof.

"Neutral Auditors" shall have the meaning ascribed to it in Section 6.19(f) hereof.

2. The second sentence of Section 6.4(a) is amended to change the amount specified therein from "$45 million" to "$50 million."

3. A new Section 6.19 shall be added to the Agreement to read in its entirety as follows:

Section 6.19 POST-CLOSING CAPITAL CONTRIBUTION. (a) The Cardinal Stockholders listed on Section 6.19 of the Disclosure Schedule, a copy of which is attached hereto, (the "Contributing Stockholders") shall make a contribution to SESI's capital (the "Capital Contribution") if the EBITDA (earnings before interest, taxes, depreciation and amortization determined in accordance with generally accepted accounting principles as of the Closing Date, applied on a basis consistent with the practices of Cardinal for prior periods) generated by Cardinal and its direct or indirect subsidiaries during the fiscal year ending December 31, 2000 is less than $20 million.

(b) If EBITDA generated during such fiscal year is less than $20 million, the amount of the Capital Contribution shall be $2 million plus (i) $1.50 for every $1.00 that EBITDA is less than $19 million but more than $16 million, (ii) $1.00 for every $1.00 that EBITDA is less than $16 million but more than $13 million, and (iii) $0.50 for every $1.00 that EBITDA is less than $13 million; provided however, that in no event shall the amount of the Capital Contribution exceed $10 million. If EBITDA generated during such fiscal year equals or exceeds $20 million, no Capital Contribution shall be made.

(c) For purposes of determining EBITDA hereunder: (i) no expenses (including any general overhead expenses or any other expense or allocated charge of SESI or any other parent company of Cardinal or its affiliates) other than those actually incurred by Cardinal for goods and services provided at the request or with the approval of Cardinal's management for the operations of Cardinal shall be included for purposes of calculating EBITDA and (ii) to the extent that SESI or any parent company of Cardinal or its affiliates invest in, advance or contribute to Cardinal

amounts in excess of Cardinal's net income after taxes plus depreciation and amortization for that period there shall be included an imputed interest expense to Cardinal equal to the average blended interest rate incurred during the period by SESI under its credit facilities.

(d) Within 90 days following the close of the fiscal year ending December 31, 2000, SESI shall deliver to the Contributing Stockholders a consolidated income statement of Cardinal and its subsidiaries for such fiscal year accompanied by (i) a certification thereof by SESI's Chief Financial Officer to the effect that such income statement (A) has been prepared in conformity with generally accepted accounting principles as of the Closing Date, applied on a basis consistent with the practices of Cardinal for prior periods, and (B) fairly presents the results of Cardinal and its subsidiaries for the period then ended, (ii) a notice specifying the EBITDA for such fiscal year (the "EBITDA Notice") showing in reasonable detail the computation thereof to be accompanied by a certification by SESI's Chief Financial Officer that such computation was performed in a manner consistent with this Section 6.19 and with the preparation of Cardinal's consolidated financial statements and based on Cardinal's books and records, and (iii) a certification by SESI's Chief Financial Officer that the covenants of SESI set forth in subparagraph (i) below have been fulfilled.

(e) During the preparation of the EBITDA Notice and the period of any review contemplated by this Section 6.19, SESI shall (i) provide the Contributing Stockholders and their authorized representatives, upon reasonable notice, full access during normal business hours to the books, records, facilities and employees of Cardinal and its subsidiaries and their independent accountants and their respective work papers to review the preparation of the EBITDA Notice and (ii) cooperate with the Contributing Stockholders and their authorized representatives, including the provision on a timely basis of all information reasonably requested by the Contributing Stockholders or their authorized representatives and necessary or useful in reviewing the preparation of the EBITDA Notice.

(f) After receipt of the EBITDA Notice, the Contributing Stockholders shall have 30 days to review the EBITDA Notice, together with all the work papers used in the preparation thereof. Unless the Contributing Stockholders deliver a written notice to SESI on or before the 30th day after the Contributing Stockholders' receipt of the EBITDA Notice specifying in reasonable detail, all disputed items and the basis therefor, the Contributing Stockholders shall be deemed to have accepted and agreed to the EBITDA Notice. If the Contributing Stockholders so notify SESI of their objection to the EBITDA Notice, the Contributing Stockholders and SESI shall, within 30 days following such notice, attempt to resolve their differences and any resolution by them as to any disputed amounts shall be final, binding and conclusive. If at the end of such 30-day period, any amounts shall remain in dispute, then all amounts remaining in dispute and any dispute as to exclusions of or additions to revenue and any allocations of expenses contemplated by the definition of EBITDA shall be submitted to a firm of nationally recognized, independent public accountants selected (the "Neutral Auditors") by the Contributing Stockholders and SESI within ten days after the expiration of the 30-day period. If the Contributing Stockholders and SESI are unable to agree on the Neutral Auditors, then the Contributing Stockholders and SESI shall each have the right to request the American Arbitration Association to appoint the Neutral Auditor who shall not have had a material business relationship with the Contributing Stockholders, SESI or any of their respective Affiliates within the past two years. The parties hereto agree to execute, if requested by the Neutral Auditors, a reasonable engagement letter. All fees and expenses relating to the work, if any, to be performed by the Neutral Auditors shall be borne 50% by the Contributing Stockholders and 50% by SESI. The Neutral Auditors shall act as arbitrators to determine only those issues still in dispute between the Contributing Stockholders and SESI. The Neutral Auditors' determination shall be made within 30 days of their selection, shall be set forth in a written statement delivered to the Contributing Stockholders and SESI and shall be final, binding and conclusive.

(g) The payment of the Capital Contribution, if any, shall

be paid by wire transfer of immediately available federal funds to such account or accounts designated by SESI within 30 days following the later to occur of (i) the deliveries required by Section 6.19(d) and (ii) the resolution of any disputes pursuant to Section 6.19(f). Any payment of the Capital Contribution shall be allocated among the Contributing Stockholders in accordance with Section 6.19 of the Disclosure Schedule; and the obligation of each Contributing Stockholder to pay its percentage of the Capital Contribution shall be a several, and not joint, obligation, and in no event shall any Contributing Stockholder be liable for any other Contributing Stockholder's percentage of any Capital Contribution required to be paid hereunder.

(h) Any action or notice required under this Section 6.19 to be taken or given by the Contributing Stockholders shall be deemed taken or given if taken or given by those Contributing Stockholders having at least 51% of the allocated percentages set forth in Section 6.19 of the Disclosure Schedule.

(i) Superior covenants and agrees for the benefit of the Contributing Stockholders that following the Closing Date, it will use its reasonable best efforts to (A) cause Cardinal and its subsidiaries and their businesses to continue to be operated in the same manner as they were operated prior to the Closing Date, as if Cardinal continued to be a stand-alone business following the Closing Date, and, except with the approval of the Contributing Stockholders or with respect to any such businesses that have suffered a net loss for the most recent two consecutive fiscal quarters, not to discontinue, in whole or in part, any of their businesses as conducted as of the Closing Date; provided however, that Superior may combine Cardinal's P&A operations with those of Superior as long as in connection therewith, the EBITDA target set forth in subparagraph (a) above is modified to such number as may be mutually agreed to by SESI and the Contributing Stockholders to appropriately reflect such action; and (B) conduct its other operations and activities in the ordinary course consistent with past practices and not to take any actions inconsistent with such past practices that would interfere with the ability of Cardinal to achieve the EBITDA target set forth in subparagraph (a) above.

5. Section 7.1(m) is amended to change the share number specified therein from "892,000" to "818,182."

6. Section 9.4(b) is amended to read in its entirety as follows: "except as provided in Sections 6.16 and 6.19 hereof, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder."

7. Except as expressly set forth herein, the terms and provisions of the Agreement are hereby ratified and confirmed.

8. This Amendment shall be governed by, and shall be construed and enforced in accordance with, the substantive laws of the State of Delaware.

9. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement. From and after the effectiveness of this Amendment, the terms "this Agreement", "hereof", "herein", "hereunder" and terms of like import, when used herein or in the Agreement shall, except where the context otherwise requires, refer to the Agreement, as amended by this Amendment.

10. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Amendment.

SUPERIOR ENERGY SERVICES, INC.

By: /S/ ROBERT S. TAYLOR
Robert S. Taylor
Vice President and Chief Financial Officer

SUPERIOR CARDINAL ACQUISITION COMPANY, INC.

By: /S/ ROBERT S. TAYLOR
Robert S. Taylor

Treasurer

CARDINAL HOLDING CORP.

By: /S/ BEN A. GUILL
Ben A. Guill
Interim Chief Executive Officer

FIRST RESERVE FUND VII,
LIMITED PARTNERSHIP

By: FIRST RESERVE GP VII, LIMITED
PARTNERSHIP, its General Partner

By: FIRST RESERVE CORPORATION,
its General Partner

By: /S/ BEN A. GUILL
Ben A. Guill
President

FIRST RESERVE FUND VIII, L.P.

By: FIRST RESERVE GP VIII, L.P.,
its General Partner

By: FIRST RESERVE CORPORATION,
its General Partner

By: /S/ BEN A GUILL
Ben A. Guill
President

SCHEDULE 6.19

CONTRIBUTING STOCKHOLDER	MAXIMUM POTENTIAL POST-CLOSING CAPITAL CONTRIBUTION	PERCENTAGE
First Reserve Fund VII, LP	$ 3,802,810	38.0%
First Reserve Fund VIII, LP	2,535,206	25.4%
Kotts Capital Holdings, LP	2,093,147	20.9%
GE Capital Corporation	826,899	8.3%
DLJ Investment Partners, L.P.	450,206	4.5%
DLJ Investment Funding, Inc.	64,125	0.6%
DLJ ESC, L.P.	42,812	0.4%
Hibernia Corporation	9,627	0.1%
Hibernia Capital Corporation	17,260	0.2%
Keith Acker	38,237	0.4%
John R. Gunn	39,890	0.4%
Robert J. Gunn	39,890	0.4%
John F. Kerker	39,890	0.4%
Total	$ 10,000,000	$ 100.0%

AGREEMENT AND RELEASE

This Agreement and Release (the "Release"), dated _____, 1999, is by the undersigned Stockholder of Cardinal Holding Corp., a Delaware corporation ("Cardinal").

RECITALS

WHEREAS, Cardinal, Superior Energy Services, Inc. a Delaware corporation ("Superior") and Superior Cardinal Acquisition Company, Inc., a Delaware corporation, among others, have entered into an Agreement and Plan of Merger dated as of April 20, 1999, as amended by Amendment No. 1 thereto dated as of June 30, 1999 (as amended, the "Merger Agreement"); and

WHEREAS, it is a condition to the consummation of the transactions contemplated by the Merger Agreement, that the undersigned Stockholder provide the agreements, representations, waivers and releases provided herein;

NOW THEREFORE, in consideration of the benefits to be derived by Cardinal and its stockholders pursuant to the transactions contemplated by the Merger Agreement, the undersigned Stockholder hereby agrees with Superior and Cardinal and the other stockholders of Cardinal as follows:

1. DEFINITIONS. (a) "Cardinal Capital Stock" shall mean the Cardinal Common Stock, the Cardinal Preferred Stock, the Management Common Shares and the Management Preferred Shares.

(b) All capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Merger Agreement.

2. INVESTMENT REPRESENTATIONS.

(a) The Stockholder will acquire SESI Common Stock in the Merger for investment for his or its own account and not with a view to, or for sale or other disposition in connection with, any distribution of all or any part thereof except (i) in an offering covered by a registration statement filed with the Securities and Exchange Commission under the Securities Act covering SESI Common Stock acquired by the Stockholder or (ii) pursuant to an applicable exemption under the Securities Act. In receiving SESI Common Stock, such Stockholder is not offering or selling, and will not offer and sell, for SESI in connection with any distribution of such SESI Common Stock, except in compliance with Applicable Law, and such Stockholder does not have any contract, undertaking, agreement or arrangement with any person for the distribution of SESI Common Stock and will not participate in any undertaking or in any underwriting of such an undertaking except in compliance with Applicable Law.

(b) The Stockholder is an "accredited investor" as that term is defined in Rule 501 of Regulation D under the Securities Act.

(c) The Stockholder has received from SESI and has reviewed with his or its representatives a copy of each of the SESI Commission Filings that the Stockholder has requested. The Stockholder has also been afforded access to information about SESI and SESI's financial position, results of operations, business, property and management sufficient to enable him or it to evaluate an investment in SESI Common Stock, and has had the opportunity to ask questions of and has received satisfactory answers from SESI concerning the foregoing matters.

(d) The Stockholder understands that shares of SESI Common Stock acquired pursuant hereto have not been registered under the Securities Act on the basis that the sale provided for in the Merger Agreement and the issuance of SESI's Common Stock upon consummation of the Merger is exempt from registration under the Securities Act, and that SESI's reliance on such exemption is based, in part, upon such Stockholder's representations set forth herein.

3. SESI CAPITAL CONTRIBUTION. To the extent that such Stockholder is listed as a "Contributing Stockholder" in Section 6.19 of the Disclosure Schedule, such Stockholder acknowledges, and agrees to be bound by the obligations of the Contributing Stockholders set forth in, Section 6.19 of the Merger Agreement. Such Contributing Stockholder acknowledges and agrees that the allocation of the Capital Contribution among each of the Contributing Stockholders as set forth in Section 6.19 of the Disclosure Schedule is the sole responsibility of the Contributing Stockholders, and that SESI shall have no obligation or other responsibility with respect to such allocation. The obligation of such Contributing Stockholder to pay its allocated percentage of the Capital Contribution, if any, when due, is

a several, and not joint, obligation and in no event shall any Contributing Stockholder be liable for any other Contributing Stockholder's allocated percentage of any Capital Contribution required to be paid.

4. RELEASE OF CARDINAL. Such Stockholder hereby releases and discharges Cardinal, its Subsidiaries, and its officers and directors, from any obligations (including indemnification obligations) arising under charter documents, any contract (other than the Merger Agreement), the Delaware General Corporation Law, or the Louisiana Business Corporation Law, in each case, to the extent relating to actions or omissions of Cardinal, its Subsidiaries, or any acts or omissions of the directors, stockholders or officers (former or present) including those committed while serving in their capacity as stockholders, directors, officers, employees or similar capacities of Cardinal or its Subsidiaries prior to the Closing. Each Stockholder further hereby waives any preemptive rights that he or it may have, or ever had, with respect to any of the capital stock of Cardinal or any of its Subsidiaries, or any other claim the Stockholder may have relating to the dilution of its interest in Cardinal or any other claim to receive any additional securities of Cardinal, and waives any right that he or it may have under the constituent documents of Cardinal, or its Subsidiaries, or otherwise to acquire any shares of capital stock of Cardinal being exchanged pursuant to, or as contemplated by, the Merger Agreement or any transfer that occurred prior to the date hereof, including the $50,000,000 of Class A Cardinal Common Stock to be issued as part of the Equity Contribution as contemplated by the Merger Agreement, the offering price for which issuance was determined on the basis of the average of the closing price per share of the SESI Common Stock for the ten (10) days preceding April 20, 1999 ($3.34 per share), and the Stockholder consents and approves of such issuance in all respects, subject to the right of the Stockholder to acquire a portion of the securities to be offered in connection with the Equity Contribution to the extent that such Stockholder has heretofore exercised its preemptive rights provided for in the Cardinal Stockholders Agreement in connection with such issuance.

5. ACCEPTANCE OF MERGER SHARES. The Stockholder hereby acknowledges that the portion of the Merger Shares to be received by such Stockholder, and cash in lieu of any fractional share to which such Stockholder would be entitled pursuant to the Merger, represents full payment by SESI for the Cardinal Capital Stock owned by such Stockholder (including any such portion to be delivered into escrow pursuant to the instructions of the Stockholder). The Stockholder waives all rights of appraisal with respect to the Cardinal Capital Stock under charter documents, any contract, the Delaware General Corporation Law, or the Louisiana Business Corporation Law.

6. TERMINATION OF REGISTRATION RIGHTS AND STOCKHOLDER AGREEMENT. By execution of this Release, the Stockholder hereby agrees that (a) all registration rights, if any, that such Stockholder has with respect to any of the Cardinal Capital Stock are hereby terminated, and (b) the Stockholders Agreement by and among Cardinal and its stockholders dated February 26, 1998, as amended, is hereby terminated and of no other force or effect, except as expressly provided to the contrary in Section 6.1(c) of such Stockholders Agreement. Notwithstanding anything to the contrary, the foregoing termination of the Stockholder's registration rights and the Cardinal Stockholders Agreement shall be null and void and have no force and effect if the Merger is not consummated prior to October 15, 1999.

7. REPRESENTATIONS AND WARRANTIES. The Stockholder hereby represents and warrants to and agrees with SESI as follows:

(a) OWNERSHIP. Exhibit 1 attached hereto sets forth (i) the number of shares of Cardinal Capital Stock which the Stockholder is the record and beneficial owner as of the date hereof and (ii) the number of shares of Cardinal Capital Stock which will be issued to the Stockholder after the date hereof and prior to the Closing and which the Stockholder will be the record and beneficial owner of as of the Closing. At the Closing the Stockholder will have, good and valid title to all such shares and the absolute right to deliver such shares in accordance with the terms hereof, free and clear of all Liens, except for restrictions on transfer under federal and state securities laws, and any Liens that may be created by SESI.

(b) AUTHORITY. The Stockholder has full legal right, power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby and by the Merger Agreement. This Agreement and each other agreement, instrument or document executed or to be executed by such Stockholder in connection with the transactions contemplated by the Merger Agreement, has been duly executed and delivered by such Stockholder and constitutes, a valid and legally binding obligation of such Stockholder, enforceable against such Stockholder in accordance

with their respective terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and equitable principles which may limit the availability of certain equitable remedies in certain instances.

(c) NONCONTRAVENTION. The execution, delivery and performance by the Stockholder of this Agreement and the consummation by the Stockholder of the transactions contemplated hereby and by the Merger Agreement do not (i) result in the creation or imposition of any Lien upon the Cardinal Capital Stock held by such Stockholder or (ii) violate any Applicable Law binding upon such Stockholder.

The undersigned Stockholder has executed this Agreement as of the date first set forth above.

_____